

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 14	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-99-D-0038		<b>3. Award/Effective Date</b> 1999MAY28		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> LINDA MAES		<b>B. Telephone Number (No Collect Calls)</b> (309) 782-3657		<b>6. Solicitation Issue Date</b>	
<b>9. Issued By</b> ACALA AMSTA-LC-CAC-B ROCK ISLAND IL 61299-7630  <b>e-mail:</b> MAES1@RIA.ARMY.MIL		<b>Code</b> W52H09		<b>10. This Acquisition Is</b> <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) <b>SIC:</b> <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>	
						<input checked="" type="checkbox"/> See Schedule	
						<b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>	
						<b>13b. Rating</b> DOA5	
						<b>14. Method Of Solicitation</b> <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b> DCMC CLEARWATER 9549 KOGER BLVD SUITE 200 GADSEN BLDG ST PETERSBURG FL 33702		<b>Code</b> S1109A	
<b>Telephone No.</b>				<b>18a. Payment Will Be Made By</b> DFAS-COLUMBUS CENTER DFAS-CO-JSA/SOUTHEAST DIV P O BOX 182225 COLUMBUS OH 43218-2225			
<b>17. Contractor/Offeror</b> HONEYWELL INC, SENSOR AND GUIDANCE PRODUCTS 13350 US HIGHWAY 19 N CLEARWATER FL 33764-7290		<b>Code</b> 0BFA5 <b>Facility</b>		<b>Code</b> SC1020			
<b>Telephone No.</b>				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> See Addendum			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer							
<b>19. Item No.</b>	<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>	<b>24. Amount</b>
	SEE SCHEDULE Contract Expiration Date: 2002JAN30 (Attach Additional Sheets As Necessary)						
<b>25. Accounting And Appropriation Data</b>						<b>26. Total Award Amount (For Govt. Use Only)</b> \$0.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<b>28. Contractor Is Required To Sign This Document And Return _____ Copies</b> <input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<b>29. Award Of Contract: Reference _____ Offer</b> <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> GAIL BINDEWALD BINDEWALDG@RIA.ARMY.MIL (309) 782-3656		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b> <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<b>33. Ship Number</b>		<b>34. Voucher Number</b>	
				<input type="checkbox"/> Partial <input type="checkbox"/> Final			
<b>32b. Signature Of Authorized Government Representative</b>				<b>32c. Date</b>		<b>36. Payment</b> <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
						<b>37. Check Number</b>	
				<b>38. S/R Account Number</b>		<b>39. S/R Voucher Number</b>	
				<b>40. Paid By</b>			
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>				<b>41c. Date</b>			
				<b>42b. Received At (Location)</b>			
				<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>	

Authorized For Local Reproduction

Standard Form 1449 (10-95)  
Prescribed By GSA-FAR (4.8 CFR) 53.212

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-D-0038 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 14
<b>Name of Offeror or Contractor:</b> HONEYWELL INC,		

SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS ACTION IS TO AWARD THE LONG TERM CATALOG CONTRACT FOR THE INERTIAL NAVIGATION SYSTEM (TALIN II) IN SUPPORT OF THE BRADLEY FIRE SUPPORT TEAM (BFIST) AND STRIKER VEHICLE PARTS AS IDENTIFIED ON THE ATTACHED LISTING.
2. THE PERFORMANCE PERIOD UNDER THIS CONTRACT IS ONE (1) YEAR WITH FOUR (4) OPTION PERIODS OF PERFORMANCE.
3. A FIRM-FIXED PRICE FOR THIS EFFORT WAS AGREED TO BY HONEYWELL AND ACALA. SINCE THIS IS A COMMERCIAL CONTRACT, THE PRICE AGREED TO WAS BASED ON PREVIOUS CONTRACT PRICES IN ACCORDANCE WITH FAR 15.402(a)(2)(i). THE PRICE WILL APPLY TO EACH YEAR TO INCLUDE THE OPTION YEARS. HONEYWELL OFFERS A WARRANTY OF TWO (2) YEARS AFTER DELIVERY TO ACALA, OR 60 DAYS AFTER INSTALLATION ON A VEHICLE, WHICHEVER COMES FIRST. THIS WARRANTY IS INCLUDED IN THE PRICE AS AGREED TO BETWEEN HONEYWELL AND ACALA.
4. PACKAGING AND MARKING IS TO BE BEST COMMERCIAL PER ASTM-D-3591 AS REFLECTED IN SECTION D.
5. THE MEMORANDUM OF AGREEMENT EXECUTED BY THE GOVERNMENT AND CONTRACTOR EFFECTIVE 06 MAY 1999 IS HEREBY INCORPORATED INTO THE CONTRACT. THIS DOCUMENT MEMORALIZES AGREEMENTS REACHED BETWEEN THE PARTIES DURING NEGOTIATIONS CONDUCTED AT HONEYWELL ON 9 FEB 1999.
6. DELIVERIES UNDER THIS CONTRACT ARE TO BE F.O.B. ORIGIN WITH DESTINATIONS PROVIDED UNDER EACH DELIVERY ORDER.
7. INDIVIDUAL DELIVERY ORDERS WILL BE ISSUED AS REQUIREMENTS ARE IDENTIFIED.
8. THIS CONTRACT CONTAINS A REQUIREMENT FOR ELECTORNIC DATA INTERCHANGE (EDI). YOUR FIRM IS TO BE EDI CERTIFIED WITH 90 DAYS AFTER AN AWARD OF THIS CONTRACT. THE FOLLOWING DOCUMENT OUTLINES THE NEEDS AND REQUIREMENTS FOR THESE EFFORTS:

DOCUMENT - DESCRIPTION OF EDI EFFORT (ATTACHMENT 03).  
 THE INTERNET CITE FOR ALL INFORMATION REGARDING ELECTRONIC COMMERCE IS <http://www.acq.osd.mil/ec/>.

\*\*\* END OF NARRATIVE A001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-D-0038 MOD/AMD	Page 3 of 14
--------------------	---	--------------

Name of Offeror or Contractor: HONEYWELL INC,

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: INERTIAL NAVIGATION SYSTEM FOR THE BRADLEY FIRE SUPPORT TEAM (BFIST) AND STRIKER VEHICLES PART NUMBER: 12987471, CONTRACTOR P/Ns: BFIST - P/N 34205000-0030 STRIKER - P/N 34205000-1030</p> <p><u>SECTION C - DESCRIPTION/SPECS/WORK</u> STATEMENT PROCUREMENT DOCUMENTATION TITLE: CATALOG PARTS LIST PROCUREMENT DOCUMENTATION LOCATION: SECTION J, ATTACHMENT 2.</p> <p>THE ITEM/PN AND THE QUANTITIES TO BE ORDERED SHALL BE PROVIDED IN EACH INDIVIDUAL ORDER PLACED AGAINST THIS REQUIREMENTS CONTRACT.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3591 LEVEL PROTECTION: C LEVEL PACK: C</p> <p>UNLESS SPECIFICALLY NOTED IN EACH INDIVIDUAL DELIVERY ORDER, THE PACKAGING LEVEL WILL BE: BEST COMMERCIAL PRACTICE AS REFLECTED IN SECTION D.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Origin DELIVERIES ARE TO BE AT A RATE OF: FOR QUANTITIES OF 1-10: 9 MONTHS ARO, FOR QUANTITIES GREATER THAN 10: 10 PER MONTH BEGINNING 9 MONTHS ARO.</p> <p>DELIVERY SCHEDULE DATES WILL BE STATED IN EACH INDIVIDUAL ORDER.</p> <p>THE SHIP TO ADDRESS WILL BE PROVIDED</p>			\$ 43,000.00000	

**Name of Offeror or Contractor:** HONEYWELL INC,

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	IN EACH INDIVIDUAL ORDER.  (End of narrative F001)				

Name of Offeror or Contractor: HONEYWELL INC,

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.210-4501 ACALA	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement. The Contractor is to provide parts manufactured IAW the most current version configuration requirement for the component identified.

CLIN 0001	INERTIAL NAVIGATION SYSTEM (TALIN II)	P/N 12987471 CONTRACTOR P/N - BFIST: 34205000-0030 STRIKER: 34205000-1030
-----------	--	---

(CS6100)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-D-0038 <b>MOD/AMD</b>	<b>Page</b> 6 <b>of</b> 14
<b>Name of Offeror or Contractor:</b> HONEYWELL INC,		

PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4502 ACALA	PACKAGING REQUIREMENTS	DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129), and shall have the following markings on each unit pack and shipping container: a. National Stock Number, b.CAGE code, c. Item description or nomenclature, d. Quantity and Unit of Issue (1 each), and e. Gross weight and cube (Shipping container only).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container,and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 97. Bar code requirements apply.

EXCEPTION: The packaging shall be in accordance with approved commercial packaging, see attachment 04 of this contract.

(End of clause)

(DS6405)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 14
	PIIN/SIIN DAAE20-99-D-0038	MOD/AMD	

Name of Offeror or Contractor: HONEYWELL INC,

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.247-29	F.O.B. ORIGIN	JUN/1988

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 14
	PIIN/SIIN DAAE20-99-D-0038	MOD/AMD	
Name of Offeror or Contractor: HONEYWELL INC,			

SPECIAL CONTRACT REQUIREMENTS

For this commercial contract, the Government and Contractor have agreed that the DD Form 250 will be used in lieu of the DD Form 1155. The Material Inspection and Receiving Report (DD Form 250) will be prepared and furnished to the Government with an attached Certification of Compliance.

Send copies to:

Director  
Armament and Chemical Acquisition and Logistics Activity  
ATTN: AMSTA-LC-CAC-B  
Rock Island, IL 61299-7630

\*\*\* END OF NARRATIVE H001 \*\*\*



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-99-D-0038 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 14
---------------------------	--	----------------------------

**Name of Offeror or Contractor:** HONEYWELL INC,

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	OCT/1995
3	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/1999

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) (Reserved)
- ☒ (3) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ☒ (4) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ☐ (5) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23
- ☐ (7) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- ☐ (8) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- ☐ (9) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 99).
- ☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 99)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
- ☒ (16) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- ☐ (17) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ (18) Reserved.
- ☐ (19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-99-D-0038 <b>MOD/AMD</b>	<b>Page 10 of 14</b>
<b>Name of Offeror or Contractor:</b> HONEYWELL INC,		

\_\_\_\_(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).

\_\_\_\_(21)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

\_\_\_\_(ii) Alternate I of 52.225-21.

\_\_\_\_(22) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_\_(23) 201-39.5202-3, Procurement Authority (FIRMR).

(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

\_\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));  
and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-99-D-0038 <b>MOD/AMD</b>	<b>Page 11 of 14</b>
<b>Name of Offeror or Contractor:</b> HONEYWELL INC,		

(IF6260)

4                      52.216-18                      ORDERING                      OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from THE FIRST ONE YEAR OF THE PERFORMANCE PERIOD. FOR EACH OPTIONAL YEAR THE PERIOD OF PERFORMANCE SHALL BE 365 ADDITIONAL DAYS.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

5                      52.216-19                      ORDER LIMITATIONS                      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ONE, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of (NOT APPLICABLE UNLESS THE PARTIES NEGOTIATE OTHERWISE);

(2) Any order for a combination of items in excess of (NOT APPLICABLE UNLESS THE PARTIES NEGOTIATE OTHERWISE); or

(3) A series of orders from the same ordering office within (NOT APPLICABLE UNLESS THE PARTIES NEGOTIATE OTHERWISE) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within \_\_\_\_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

6                      52.216-21                      REQUIREMENTS                      OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-99-D-0038 <b>MOD/AMD</b>	<b>Page 12 of 14</b>
<b>Name of Offeror or Contractor:</b> HONEYWELL INC,		

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after THE LAST SCHEDULED DELIVERY DATE UNDER THE OPEN DELIVERY ORDER(S).

(End of clause)

(IF6031)

7	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JAN/1999
---	-----------------------	---	----------

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☒ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (☐ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☒ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7021 Trade Agreements (☐ Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (☐ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-D-0038 <b>MOD/AMD</b>	<b>Page 13 of 14</b>
<b>Name of Offeror or Contractor:</b> HONEYWELL INC,		

- ☒ 252.243-7002 Certification of Requests for Equitable Adjustment
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

(IA6720)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 14
	PIIN/SIIN DAAE20-99-D-0038	MOD/AMD	
Name of Offeror or Contractor: HONEYWELL INC,			

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	MEMORANDUM OF AGREEMENT BETWEEN HONEYWELL AND ACALA	06-MAY-99	004	
Attachment 002	CATALOG PARTS LIST, PROJECTED OUTYEAR QUANTITIES		001	
Attachment 003	DESCRIPTION OF ELECTRONIC DATA INTERCHANGE		001	
Attachment 004	PACKAGING DESCRIPTION		005	